

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: **Norton Hospitals, Inc. d/b/a Norton Cancer Institute Cancer Prevention Program**
2. Address: **315 East Broadway**
3. City/ State & Zip: **Louisville, Kentucky 40202**
4. Contact Person Name & Telephone Number: **Dan Scott, VP, 629-2992**
5. Revenue Commission Taxpayer ID#
6. If registration is not required please check ☐
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: **Louisville Metro Department of Public Health and Wellness**
10. Contact Person Name & Telephone: **Kay Heady 574-6759/ginger Dereksen 574-6665**

Contract Information

11. Not to exceed amount: **\$20,000**
12. Are expenses reimbursed? **No**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **July 1, 2009 – June 30, 2010**
15. Coding: **2101-605-4148-411558-521371 & 521379 & 521368 / 2601-605-4148-411558-521371**
16. Scope & Purpose of the contract: **To provide breast and cervical cancer screening services to women age 40 to 64, who have no insurance, no Medicare, no Medicaid and who are at or below 200% of the Federal poverty guidelines. To provide prostate cancer screening services for age eligible men. Fee schedule attached.**

AuthorizationsNSH County Attorney Review - Approved as to Form:Department Director: Michael DonDate: 5/18/09

Signature certifies:

SCA Funds are availableSH Contractor is registered and in good standing with the Revenue CommissionSH Human Relations Commission registration requirements have been metCPR

Risk Management Division of Finance - Certifies Insurance requirements satisfied:

6-22-09

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

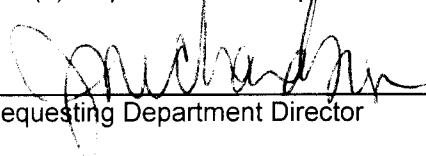
_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 5/17/19
Requesting Department Director Date

**Mayor

Date

****Signature is required only for Written Finding A**

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Norton Hospitals, Inc.	
	Business name, if different from above d/b/a Norton Cancer Institute Cancer Prevention Program	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input checked="" type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) Dept. 86156 PO Box 950185	Requester's name and address (optional)
	City, state, and ZIP code Louisville, KY 40295-0185	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
61	0703799

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Liane Glasow-Klein</i>	Date ▶ <i>April 15, 2009</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as **“METRO GOVERNMENT”** or **“LMPHW”**, and **NORTON HOSPITALS, INC. d/b/a NORTON CANCER INSTITUTE CANCER PREVENTION PROGRAM (“CONSULTANT”)**, with offices located at 315 East Broadway, Louisville, Kentucky 40202,

WITNESSETH:

WHEREAS, the Metro Government desires breast, cervical and prostate cancer screening and diagnostic follow-up services; and

WHEREAS, pursuant to K.R.S. 45A.380 METRO has determined that competition is not feasible and that this Agreement is for the services of a professional

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

- C. The services of Consultant shall include but not be limited to the following:
- i. The Consultant agrees that in order for treatment to be covered by the Kentucky Women's Cancer Screening Program, the Consultant hereby agrees to provide breast and cervical cancer screening services and diagnostic services to female patients 40 to 64 years of age, whose household income is less than 200% of the Federal Poverty Guidelines and who have no health insurance, no third party payor source, no Medicare or Medicaid coverage. Consultant has the ability to provide screening and diagnostic services for women who are not eligible for the Kentucky Women's Cancer Screening Program. Screening, diagnostic and treatment costs will be arranged directly between the Consultant and patient.
 - ii. Services to be provided, at no cost to the patient:
 - a. A face to face encounter between patient and clinician;
 - b. Physical exam, as indicated
 - c. Breast and cervical cancer history;
 - d. A clinical breast exam performed by a Physician, Advanced Registered Nurse Practitioner, Physician Assistant or LMPHW trained Registered Nurse;
 - a. Consultant agrees that all patients with abnormal clinical breast exams shall be referred for and provided with diagnostic mammogram/ultrasound.
 - e. Screening mammogram at a Norton Healthcare facility (mobile or fixed);
 - f. Referral to Norton Healthcare for diagnostic mammogram or other diagnostic services as warranted and outlined in the Kentucky Public Health Practice Reference leading to diagnosis;
 - a. Consultant shall develop and read film(s). The films are to be interpreted by a qualified radiologist certified by the American College of Radiology. Each radiologist responsible for interpretation of results will have current continuing education in the field of mammography.
 - g. Cervical Pap test using conventional or Thin Prep method;
 - a. Consultant shall provide abnormal Pap test follow-up services as outlined in the Kentucky Public Health Practice Reference leading to diagnosis.
 - iii. Consultant will provide or provide referral for follow-up services for all abnormal clinical breast exams, pap smears or mammogram screenings.
 - iv. Consultant shall adhere to the standards of the Kentucky Public Health Practice Reference for cancer screening services including screening services, diagnostic services and follow-up.

- v. Consultant agrees that any follow-up visits will focus on managing patients with abnormal clinical breast exam, mammogram or Pap Smear test results. Consultant may provide retesting, counseling and/or referrals.
- vi. Consultant agrees to properly document all patient-provider encounters. Health data shall be recorded on all patients. All health records shall be the property of and the responsibility of Consultant.
- vii. Consultant agrees to complete a Breast and/or Cervical Cancer Referral Summary Form(s) and other documentation which shall be mutually agreed upon by both parties. Forms and other documentation will be submitted to Metro Government within one (1) week of receipt of results.
- viii. Consultant agrees to periodic records audits by Metro and the State Department for Public Health Breast and Cervical Cancer Screening Program reviewers for program compliance.
- ix. Consultant may bill any third party insurer for services rendered under this Agreement. All collections under this agreement are the property of Consultant.
- x. Consultant agrees to provide duly trained, licensed and credentialed staff to provide the services provided under this agreement.
- xi. Consultant shall provide professional liability insurance coverage for all professional staff and coverage must be maintained at all times this agreement is in place.
- xii. Consultant agrees to provide cancer-screening data as defined by Metro by the 15th day of each month following the reporting month. Breast and/or Cervical Cancer Screening Forms shall be submitted within one (1) week after receipt of completed test results.
- xiii. Consultant agrees that a stated goal of the program is that at least 20% of all cervical cancer screenings done will be for women who have never been screened or have not been screened in at least 5 years.
- xiv. Consultant agrees to provide all medical and general office supplies and equipment needed in the course of breast and cervical cancer screening and diagnostic services.
- xv. Consultant will be responsible for the cost of all language interpretation and translation services for individuals with limited English proficiency seeking services, as outlined by Title VI of the Civil Rights Act of 1964, for the duration of this Agreement.

D. The Metro Government, during the term of this Agreement, shall:

- 1. Provide parking access at its clinical facilities for the Norton mobile health unit;
- 2. Provide a staff person on site during cancer screening services to provide consultation as needed;

3. Assist in informing clients and visitors of the availability of Consultant's services;
4. Collaborate on signage, educational events and promotional and educational material
5. Provide current Kentucky Women's Cancer Screening Program information in the form of the Kentucky Public Health Practice Reference;
6. Provide screening and enrollment assistance for the Kentucky Breast and Cervical Cancer Treatment Program (BCCTP) to eligible women.

II. FEES AND COMPENSATION

A. The Metro Government agrees to reimburse Consultant in the amount of \$10.00 per pap test, subject to the availability of funds, and payable upon receipt of appropriate data reporting and monthly invoices for up to **100** program eligible women.

The Metro government agrees to reimburse Consultant in the amount of **\$40.00** per screening mammogram, subject to availability of funds, and payable upon receipt of appropriate data reporting and monthly invoices for up to **275** program eligible women.

The Metro Government agrees to reimburse Consultant for diagnostic services as outlined in the tables below, subject to availability of funds, and payable upon receipt of appropriate data reporting and monthly invoices for services **not to exceed \$7000.00**

Total payments made under the terms of this contract shall not exceed **TWENTY THOUSAND DOLLARS (\$20,000.00)**.

CPT Code	Service Description	Technical Component	Professional Component	Total Outpatient Rate
77031	Stereotactic localization for breast biopsy	\$190	\$59	\$249
77032	Preoperative placement of needle wire, interpretation	\$36	\$21	\$57
76098	Radiologic examination, breast surgical specimen	\$12	\$6	\$18
76645	Ultrasound(breast echography)	\$33	\$23	\$56
76937	Ultrasonic guidance for cyst aspiration (use in conjunction with 19000 or 19001)			\$31
76942	Ultrasonic guidance for needle biopsy	\$42	\$25	\$67

88104**	Cytopathology, fluids, washings or brushings (breast)	\$10	\$19	\$29
88172	Evaluation of fine needle aspiration	\$13	\$29	\$42
88173	Interpretation and report of fine needle aspiration	\$26	\$45	\$71
88305	Surgical pathology, gross and microscopic examination	\$44	\$36	\$80
88307	Surgical pathology, associated with breast excision requiring evaluation of margins	\$42	\$49	\$91
99211	Subsequent-brief evaluation/management			\$13
99214	Subsequent-detailed evaluation/management visit			\$61
00400†	Anesthesiology, breast follow-up (base per unit cost)			\$74
10021	Fine needle aspiration w/o image	\$15	\$57	\$72
10022	Fine needle aspiration with image	\$21	\$62	\$83
19000	Cyst aspiration			\$67
19001	Cyst aspiration, additional			\$19
19030	Infection procedure only for ductogram or galactogram			\$56
19100	Breast biopsy, needle core			\$89
19101	Breast biopsy, incisional.			\$265
19102	Percutaneous, needle core, using imaging guidance			\$169
19103	Percutaneous, automated vacuum assisted			\$332
19120	Excision of breast tissue			\$222
19125	Excision of tissue identified preoperatively			\$250
19126	Excision of tissue identified preoperatively, additional			\$125
19290	Preoperative placement of needle wire			\$48
19291	Preoperative placement of needle wire, additional			\$24
19295	Image guided placement			\$65
77052‡	Digitization of film radiographic image/computer analysis			\$13
77053	Ductogram	\$70	\$13	\$83
77054	Ductogram, multiple ducts	\$96	\$16	\$112
77055	Diagnostic mammogram, unilateral	\$20	\$18	\$38
77056	Diagnostic mammogram, bilateral	\$41	\$38	\$79
W0166	Charge for use of hospital room			\$760

	(outpatient, breast only)			
G0202	Digital Mammogram			\$67
G0204	Digital Diagnostic mammogram, bilateral	\$41	\$38	\$79
G0206	Digital Diagnostic mammogram, unilateral	\$20	\$18	\$38

† maximum 4 units up to 1 hour

‡ CDC has not approved the use of digital mammography for routine screening mammograms based on current studies related to effectiveness considering higher cost. However, they have approved the use of Computer-aided Detection (CAD), CPT code 77052, digitization of film radiographic images with computer analysis for lesion detection and further physician review for interpretation. LMPHW will accept a charge of \$13 for this CPT code, which will be used in conjunction with 77057 - screening mammogram.

This will be used as a further diagnostic tool only based on judgment of the practicing radiologist. LMPHW does not anticipate a widespread use of this code/service, as its availability is very limited. LMPHW will monitor use to determine at what point this may need to be added to the chart as a routine diagnostic tool.

** Effective October 1, 2001, this pathology code is not to be used on routine breast cysts (clear fluid/disappears on ultrasound) and is only to be used for cases with bloody/abnormal fluid or cysts that do not disappear on ultrasound.

B. Payment shall only be made pursuant to a detailed invoice, which invoice shall indicate a descriptive accounting of the service under this Agreement.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

III. DURATION

A. This Agreement shall begin July 1, 2009 and shall continue through and including June 30, 2010.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law

principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (b) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and

employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule A attached hereto.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or

agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not

embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. MISCELLANEOUS Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the

Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

XX. CONFIDENTIALITY

If Metro Government acquires information about Consultant's business and strategic planning during the term of this Agreement, it agrees not to use or disclose

this information without Consultant's consent, except to the extent necessary to perform this Agreement or required by applicable laws, regulations or court order.


WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

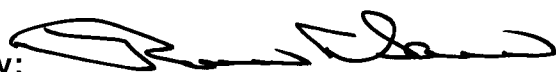
Date: 5/28/09

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**


DR. ADEWALE TROUTMAN, M.D.,
DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS

Date: 6/17/08

**NORTON HOSPITALS, INC. D/B/A NORTON
CANCER INSTITUTE CANCER PREVENTION
PROGRAM**

By: 

Title: President NCI

Date: 6/12/09

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Health Department - PSC with Norton Hospitals Inc dba Norton Cancer Institute Cancer Prevention Program
Fiscal Year 2009-2010 051909 - [pr]

SCHEDULE A

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Consultant shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
 - 1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury

2. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government prior to the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for to:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.